

**SETTLEMENT AGREEMENT
RELEASE OF ALL CLAIMS**

THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS (this "Agreement") is made and entered into the date set forth below, by and between the Class Members, identified on Exhibit A (collectively hereinafter "Class Member(s)"), HOME NURSERY, INC. ("HOME NURSERY"), its affiliates and their respective shareholders, officers, directors, employees, successors and assigns, and ANN TOSOVSKY, Individually ("Tosovsky") (collectively hereinafter "Defendant Group").

RECITALS

WHEREAS, Miguel Gonzales on behalf of himself and other similarly situated individuals filed a class and collective Complaint ("Complaint") against Home Nursery that is pending in the United States District Court for the Southern District of Illinois, styled *Miguel Gonzales v. Home Nursery, Inc. and Ann Tosovsky*, Cause No. 3:14-cv-01140-MJR-DGW, alleging, *inter alia*, violations of the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and the Illinois Wage Law, 820 ILCS § 105.1 et seq.;

WHEREAS, Home Nursery and Tosovsky answered the Complaint in the Action denying liability and have defended the Action;

WHEREAS, on or about September 9, 2015, the Court granted Plaintiff's Motion for Conditional Class Certification and certified a class comprised of the class members identified in Exhibit A;

WHEREAS, without any admission as to fault, liability or wrongdoing, or as to the validity of the other Party's positions, the Parties to this Agreement desire to forever resolve and compromise all of the claims asserted or which could have been asserted by the Class Members in the Action or otherwise against Defendant Group upon the terms set forth below; and

WHEREAS, the Class Members, having been provided with a reasonable period of time and opportunity in which to consider this Agreement and to consult with their attorney concerning this Agreement, are entering into this Agreement voluntarily with full knowledge of its significance and effect.

AGREEMENTS

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Payments.** Provided that Miguel Gonzalez, on behalf of all Class Members, files a Joint Stipulation of Dismissal with Prejudice with the United States District Court for the Southern District of Illinois, Home Nursery shall pay the Class Members who return an executed copy of this Agreement up to the total amount of EIGHTY THOUSAND FIVE HUNDRED AND FIFTY-FOUR CENTS (\$80,528.54) pursuant to the distribution scheduled attached hereto as "Exhibit B" Such payments shall remain available to Class Members for one year from the date of this Agreement. Failure of Refusal of any Class Member to execute this Agreement shall not delay payment to any other Class Member and shall not delay payment of the full amount of attorney's fees and costs provided in "Exhibit B." Defendants shall also pay Named Plaintiff Miguel Gonzales TWO THOUSAND DOLLARS as an incentive award in recognition of his initiative and service on behalf of all other Plaintiffs. Defendants shall also pay a total of FORTY TWO THOUSAND FOUR HUNDRED FORTY SEVEN AND THIRTEEN CENTS (\$42,447.13) for attorney's fees and costs to Plaintiffs' counsel as follows: 1/3 upon the signature of Named Plaintiff Miguel Gonzales below, 1/3 upon obtaining 80% of the Plaintiffs'

signatures below, and 1/3 upon the earlier of (a) all of the plaintiffs' signatures or (b) one year after the Court's dismissal with prejudice, albeit with jurisdiction retained over settlement administration issues. Prior to Gonzalez filing the Joint Stipulation of Dismissal with Prejudice, Home Nursery shall notify Gonzalez that the settlement checks as set forth below are ready to be mailed to Plaintiff's counsel upon delivery of the executed agreement by Mr. Gonzales. Gonzalez shall then file the Joint Stipulation of Dismissal and Home Nursery shall mail all settlement checks to Gonzalez's counsel within five (5) business days of the court's approval of the Joint Stipulation of Dismissal and the Agreement. The settlement checks shall be payable as set forth in Exhibit B. Each Class Member acknowledges that the Payments described in this Paragraph 1 do not represent anything of value to which she/he is already entitled. The Payments and benefits described in this Paragraph fully satisfy and are in lieu of any and all claims each Class Member may have against any of the Home Nursery Releasees (defined below) based upon any facts occurring prior to this which have accrued up to the date of this Agreement.

2. **Attorneys' Fees.** These sums are in full settlement and satisfaction of all claims released in this Agreement, including attorneys' fees and costs. The payments identified in Paragraph 1 of this Agreement fully satisfy any obligation that Home Nursery or Tosovsky may have to (or any attorneys' fees or other lien of) the law firms of Weinhaus & Potashnick and Liberman, Goldstein & Karsh, or any other attorney or law firm that has represented the Class Member(s) in connection with this Action. Each Class Member acknowledges and agrees that: (a) no attorney, agent or representative of the Class Member has any claim of any type against Home Nursery or Tosovsky in connection with the Action or this Agreement, (b) no attorney or law firm, including the law offices of Weinhaus & Potashnick and Liberman, Goldstein & Karsh, has filed a lien for attorneys' fees in connection with this Action; and (c) each Party shall bear their own costs, expert fees, and attorneys' fees in connection with the Action, the negotiation and execution of this Agreement, the claims released herein, and any matters occurring prior to the date of this Agreement.

3. **Tax Indemnification.** Each Class Member acknowledges that no representation as to taxability of consideration paid by Home Nursery or Tosovsky has been made by Home Nursery or Tosovsky. Each Class Member shall be solely responsible for, and promises and agrees to pay, any income or other taxes, interest, or penalties owed with respect to the payments referred to in Paragraphs 1, and will pay for, indemnify and hold Home Nursery and/or Tosovsky harmless from and against any interest, penalties or taxes (other than the employer's portion of social security taxes) imposed against Home Nursery and/or Tosovsky as a result of any such payments.

4. **General Release & Covenant Not to Sue.** In consideration of the promises and covenants set forth in this Agreement, the adequacy of which is hereby acknowledged, and other good and valuable consideration, each Class Member (on behalf of herself/himself, family members, heirs, executors, administrators, personal representatives, anyone claiming under or through the Class Member, and his/her successors and assigns) irrevocably and unconditionally waives and releases and forever discharges and acquits Home Nursery (and all its agents, employees, officers, directors, shareholders, attorneys, employee benefit plans, insurers and reinsurers, fiduciaries and administrators of employee benefit plans, and their successors and assigns) and Ann Tosovsky, individually (collectively "Defendant Releasees"), from any and all claims, charges, liabilities, debts, demands, grievances and causes of action of whatsoever kind, at law or in equity, whether accrued, contingent or inchoate, and whether known or unknown, suspected or unsuspected, or otherwise which the Class Member has, had or may have against Defendant Releasees arising from or relating to any act or omission which has accrued through the date hereof, or involving the future or continuing effects of any act or omission which occurred through the date hereof. The claims released and waived by this Agreement include, but are not limited to, claims relating to or arising out of the Class Member's employment and termination of employment, whether stated as claims for breach of express or implied employment contract, claims for attorneys' fees, claims

of retaliation, claims for pain and suffering and mental and emotional distress, wrongful discharge claims, libel, slander, defamation, interference with business expectancy, severance pay claims, bonuses, salary and benefits, claims, contentions, defenses, affirmative defenses, and counterclaims, or any other claims under any federal, state or local constitution, statute, regulation, rule, executive order, common law or other authority having the force of law, including, but not limited to, claims for attorneys' fees, costs, actual, compensatory, liquidated and punitive damages.

The claims released by this general release include, but are not limited to, claims under Titles 29 and 42 of the United States Code, Title VII of the Civil Rights Act of 1964, the Pregnancy Discrimination Act of 1978, the Employee Retirement Income Security Act of 1974, the Civil Rights Act of 1991, the Americans With Disabilities Act of 1990, the Family and Medical Leave Act of 1993, the Occupational Safety and Health Act, the Civil Rights Act of 1866, the Fair Labor Standards Act of 1938, the Rehabilitation Act of 1973, the Uniformed Services Employment and Reemployment Rights Act, and the Genetic Information Non-Discrimination Act, as well as, but not limited to, any claim, right or cause of action under the laws of the State of Illinois, inclusive of the Constitution for the State of Illinois, as well as, but not limited to, any claim, right or cause of action under the Illinois Compiled Statutes, including, but not limited to, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.; Equal Pay, 820 ILCS 110/1, 110/2, 105/4, 112/1 ILCS 25/1, et seq.; Whistleblower Protection, 20 ILCS 420/19c.1 and 740 ILCS 174; Personnel Record Review Act, 820 ILCS 40/1 et seq.; Workers' Compensation Retaliation, 820 ILCS 305/4; Health Insurance Claim Filing Act, 820 ILCS 45/0.01 et seq.; Employment Record Disclosure Act, 745 ILCS 46/1 et seq.; Arrest Record, 775 ILCS 5/2-103; Right to Privacy In the Workplace Act, 820 ILCS 55/1 et seq.; Polygraph Examiners Law, 225 ILCS 430/14, et seq.; Jury Duty, 705 ILCS 305/4.1; Witness Duty, 725 ILCS 125/8; Voting Leave, 10 ILCS 5/17-15; Clean Indoor Air Act, 410 ILCS 80/1; AIDS Confidentiality Act, 410 ILCS 205/1, et seq.; School Visitation Rights Act, 820 ILCS 147/1 et seq.; Victims' Economic Security and Safety Act, 820 ILCS 180/1, et seq.; Employee Blood Donation Leave Act, 820 ILCS 149/1, et seq.; Service Member's Employment Tenure Act, 330 ILCS 60/4.5; Family Military Leave Act, 820 ILCS 151/1, et seq.; Volunteer Emergency Workers' Job Protection Act, 50 ILCS 748/1, et seq.; as well as, but not limited to, all actions at common law or equity, in contract or tort, and including, but not limited to, claims for back pay, front pay, wages, bonuses, fringe benefits, any form of discrimination (including but not limited to claims of race, color, sex, handicap/disability, religion, national origin, marital status, sexual orientation or preference, or age discrimination), as well as, and not limited to, common law claims, including, but not limited to, all claims for intentional or negligent infliction of emotional distress, wrongful or retaliatory discharge, public policy violations, whistleblower, interference with contract, libel, defamation, slander, damages for pain and suffering, compensatory or punitive damages, service letters, costs, interest, attorneys' fees and expenses.

Each Class Member acknowledges and agrees that the nature, materiality, extent and results of the claims compromised and released by this Agreement may not now all be known or anticipated. However, it is each Class Members' intentions that this Agreement shall be effective as a bar to each and every claim, charge, liability, offset, demand, grievance, debt and cause of action that she may have against Defendant Releasees that may arise from or relate to any acts or omissions which have accrued through the date of this Agreement. Each Class Member further acknowledged and agreed that she/he may hereafter discover facts different from or in addition to those now known, suspected or believed to be true with respect to such claims, demands or actions and agrees that the general release set forth above will be and remain effective in all respects notwithstanding any such differences or additional facts. Each Class Member further covenants and agrees not to sue, file a counterclaim, cross-claim or third-party complaint, assert a set-off or defense or affirmative defense, make a claim or demand, commence or maintain, or assist or otherwise participate (except, as required by law, to give testimony), in any action or proceeding of any kind in any court or in any other forum or to accept any money, benefit, or other relief from any proceeding that would be precluded by the aforementioned general releases, whether brought

directly by her/him or brought by any other person, agency, or entity, which would provide relief or benefit to her/him.

5. **Dismissal of Action.** Gonzalez will dismiss the Action, with prejudice, at the Class Members' own expense and execute and deliver such documents as may be necessary to effect such dismissal with prejudice. In this regard, Gonzalez, on behalf of all Class Members, will cause Class Members' counsel to execute and file with the Court, upon notice that the payments described in paragraph 1 are ready to mail, a Joint Stipulation to Dismiss the Action with Prejudice. Each Party will bear their own attorneys' fees and costs in connection with such dismissal.

7. **Non-Admission.** This Agreement is entered into for settlement purposes only and represents the compromise of disputed claims, actual or potential, which the Class Member(s) has or may believe he/she has. Neither this Agreement, the decision to enter into this Agreement nor anything done pursuant to this Agreement shall be construed to be an admission or evidence of any wrongdoing or liability by Home Nursery or Tosovsky, such wrongdoing and liability being expressly denied. Nor will this Agreement, its existence or its terms be admissible in any proceeding other than a proceeding to enforce the terms of this Agreement.

9. **Confidentiality/Cooperation.** Each Class Member shall (and shall cause his/her attorneys and agents to) keep the facts and terms of this Agreement strictly confidential and shall not directly or indirectly disclose, divulge or reveal any of the same to anyone else, except: (a) a Class Member may discuss the facts and terms of this Agreement with her/his spouse, attorney(s), tax advisor(s), tax preparer(s), and accountant(s) on a confidential and a privileged basis, in which case they will never waive the applicable privilege; (b) the Parties may refer to this Agreement and any of its terms in a suit to enforce or for breach of this Agreement; and (c) the Parties may discuss the facts and terms of this Agreement with the Internal Revenue Service or to any other governmental agency requiring such information. If questioned concerning the outcome of the litigation, each Party may only say "the matter has been resolved" and "I am unable to comment further."

10. **Non-Disparagement.** The parties agree that they shall not publicly or privately make any disparaging or defamatory remarks regarding each other or engage in any form of conduct that disparages each other, portray Defendant Releasees in a negative light, or otherwise impair the reputation, goodwill, or commercial interests of each other to any: (a) member of the general public; (b) social media websites including but not limited to Facebook, LinkedIn, Twitter, MySpace, Google Plus, YouTube, etc.; (c) current, former, or prospective employees and agents of Home Nursery (d) current, former, and perspective customers, licensees, and vendors of Home Nursery; (e) prospective employers, or (f) member(s) of the press or other media.

12. **Remedies.** Each Class Member understands and agrees that his/her right to receive and retain the payments described above are conditioned upon his/her agreement to and compliance with the terms of this Agreement. If a Class Member breaches any term of this Agreement or challenges the validity or enforceability of this Agreement, then the breaching Class Member (at Home Nursery's option) shall immediately tender to Home Nursery all settlement proceeds payments received pursuant to Paragraph 1 above, and the parties shall revert to the positions held by each prior to the signing of this Agreement. In addition to, and not in lieu of any other rights and remedies that Home Nursery may have for a threatened breach or breach of this Agreement, if any party incurs any expenses to retain attorneys to enforce any provision of this Agreement or seeks to redress any violation thereof, the breaching party promises and affirmatively agrees to pay all costs, court costs, fees and expenses, (including actual attorney), incurred by the prevailing party to enforce this Agreement and to recover and collect damages for any violation, whether or not litigation is commenced or the litigation is commenced by Home Nursery or a Class Member. Notwithstanding the foregoing, the aforementioned tender back provision

shall not apply in the event the Class Member seeks to enforce his rights under the Older Workers' Benefit Protection Act of 1990 to challenge the waiver of his claims under the Age Discrimination in Employment Act herein. The pursuit of one remedy at any time will not be deemed an election of remedies or waiver of the right to pursue any other remedy.

13. General Provisions.

(a) Severability. If any provision of this Agreement is deemed invalid or unenforceable, the validity of the other provisions of this Agreement will not be impaired. If any provision of this Agreement will be deemed invalid as to its scope, then notwithstanding such invalidity, that provision will be deemed valid to the fullest extent permitted by law.

(b) Governing Law, Jury Waiver, etc. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Illinois, without reference to conflicts of law principles (or any legal principles which would cause or result in the interpretation of this Agreement under the laws of any other state). It is deemed to be accepted and entered into in Madison County, Illinois.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT, AND THEREFORE, EACH PARTY AGREES THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY.

(c) Entire Agreement/Interpretation. This Agreement constitutes the entire understanding and agreement of the Parties regarding the subject matter hereof. All prior negotiations and agreements, if any, among the Parties in respect of the subject matter hereof are merged herein and superseded hereby. No representation or promise has been made by any of the Parties to any of the other Parties with respect to the subject matter of this Agreement which is not set forth in this Agreement. Neither this Agreement nor any of its terms may be changed, added to, amended, or waived, except in a writing signed by the President of Home Nursery (or her designee) and each Class Member. Further, the Agreement will not be construed in favor of or against any Party by reason that both Party's legal counsel participated in the preparation of the Agreement.

(d) Successors and Assigns. Each Class Member understands that this Agreement is binding upon and shall inure to the benefit of the Class Member, as well as her respective heirs, successors and assigns. Each Class Member further understands that this Agreement is assignable to any legal successor of Home Nursery, but it may not be assigned by a Class Member.

(e) Construction/Recitals/Counterparts. The Recitals and Exhibits to this Agreement are each incorporated into and shall constitute an integral part of this Agreement. The Agreement may be executed by facsimile copy and in multiple counterparts, each of which shall, for all purposes, be deemed an original, and all of which shall, for all purposes, constitute one and the same instrument. This settlement agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this settlement agreement shall be construed as a whole, according to its fair meaning, and any presumption or other legal or equitable principle of contract construction that the language herein is to be construed against any Party shall not apply.

(f) Authority to Execute. Home Nursery represents and warrants that: (a) it has full power to execute, deliver and perform each and all of its obligations under this Agreement; (b) it has obtained all approvals and authorizations necessary or appropriate for it to execute, deliver and perform

Settlement Agreement Release of All Claims

Class Member's Initials: HL

7450947.1

Page 5 of 9

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

Dated: _____

HOME NURSERY, INC.
Defendant

By: [Signature]
Title: President

Nickolas Bates
Dated: _____

Sebastian Lopez
Dated: _____

Kelly Boughers
Dated: _____

Martin Lopez-Juarez
Dated: _____

Roberto Cabrera-DeLeon
Dated: _____

Manor Lopez-Sanchez
Dated: _____

Cesar Coronado
Dated: _____

Yoni Mora
Dated: _____

Rudy DeLeon
Dated: _____

Diego Orosco-Perez
Dated: _____

Amando Guerrero
Dated: _____

Uriel Abelardo Perez
Dated: _____

Michael Guevara
Dated: _____

Jose Medina Perez
Dated: _____

Antonio Loayes
Dated: _____

Francisco Perez-Gomez
Dated: _____

Juan Lopez
Dated: _____

Ignacio Reyes-Barajas
Dated: _____

Miguel Sanchez
Dated: _____

each and all of its obligations under this Agreement; and (c) assuming the due authorization, execution and delivery of this Agreement by each other Party, this Agreement constitutes a valid and binding obligation of it enforceable in accordance with the terms and conditions of this Agreement.

(g) **Knowing and Voluntary Signing of Binding Contract.** Each Class Member represents and warrants that he has carefully read this Agreement and understands all of its terms and executes this Agreement voluntarily and without duress or undue influence, and with full knowledge of its significance, intending to be legally bound. Each Class Member further acknowledges that by signing this Agreement, each Class Member is *GIVING UP ALL CLAIMS AGAINST* Home Nursery and Ann Tosovsky that have accrued through the date of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

Dated: _____

HOME NURSERY, INC.
Defendant

By: _____

Title: _____

Michael Guevara

Dated: Michael Guevara 7-31-16

Dated: _____

Miguel Gonzales

Nickolas Bates

Dated: _____

Kelly Boughers

Dated: _____

Roberto Cabrera-DeLeon

Dated: _____

Antonio Loayes

Dated: _____

Cesar Coronado

Dated: _____

Juan Lopez

Dated: _____

Rudy DeLeon

Dated: _____

Miguel Sanchez

Dated: _____

Amando Guerrero

Dated: _____

Settlement Agreement Release of All Claims
Class Member's Initials: MG
7450947.1

(g) Knowing and Voluntary Signing of Binding Contract. Each Class Member represents and warrants that he has carefully read this Agreement and understands all of its terms and executes this Agreement voluntarily and without duress or undue influence, and with full knowledge of its significance, intending to be legally bound. Each Class Member further acknowledges that by signing this Agreement, each Class Member is *GIVING UP ALL CLAIMS AGAINST* Home Nursery and Ann Tosovsky that have accrued through the date of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

Dated: _____

HOME NURSERY, INC.
Defendant

By: _____

Title: Miguel Gonzalez
Miguel Gonzalez

Dated: 8/20/16

Nickolas Bates
Dated: _____

Antonio Loayes
Dated: _____

Kelly Boughers
Dated: _____

Juan Lopez
Dated: _____

Roberto Cabrera-DeLeon
Dated: _____

Miguel Sanchez
Dated: _____

Cesar Coronado
Dated: _____

Rudy DeLeon
Dated: _____

Sebastian Lopez
Dated: _____

Amando Guerrero
Dated: _____

Martin Lopez-Juarez
Dated: _____

Michael Guevara
Dated: _____

Mainor Lopez-Sanchez
Dated: _____

Settlement Agreement Release of All Claims
Class Member's Initials: _____
7450947.1

each and all of its obligations under this Agreement; and (c) assuming the due authorization, execution and delivery of this Agreement by each other Party, this Agreement constitutes a valid and binding obligation of it enforceable in accordance with the terms and conditions of this Agreement.

(g) **Knowing and Voluntary Signing of Binding Contract.** Each Class Member represents and warrants that he has carefully read this Agreement and understands all of its terms and executes this Agreement voluntarily and without duress or undue influence, and with full knowledge of its significance, intending to be legally bound. Each Class Member further acknowledges that by signing this Agreement, each Class Member is *GIVING UP ALL CLAIMS AGAINST* Home Nursery and Ann Tosovsky that have accrued through the date of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below:

Dated: _____

HOME NURSERY, INC.
Defendant

By: _____


Title: _____

Michael Guevara

Dated: _____

Dated: _____

Miguel Gonzales


Nickolas Bates

Dated: 08-08-16

Kelly Boughers

Dated: _____

Roberto Cabrera-DeLeon

Dated: _____

Antonio Loayes

Dated: _____

Cesar Coronado

Dated: _____

Juan Lopez

Dated: _____

Rudy DeLeon

Dated: _____

Miguel Sanchez

Dated: _____

Amardo Guerrero

Dated: _____

Settlement Agreement Release of All Claims

Class Member's Initials: _____

7450947.1

each and all of its obligations under this Agreement; and (c) assuming the due authorization, execution and delivery of this Agreement by each other Party, this Agreement constitutes a valid and binding obligation of it enforceable in accordance with the terms and conditions of this Agreement.

(g) **Knowing and Voluntary Signing of Binding Contract.** Each Class Member represents and warrants that he has carefully read this Agreement and understands all of its terms and executes this Agreement voluntarily and without duress or undue influence, and with full knowledge of its significance, intending to be legally bound. Each Class Member further acknowledges that by signing this Agreement, each Class Member is *GIVING UP ALL CLAIMS AGAINST* Home Nursery and Ann Tosovsky that have accrued through the date of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

Dated: _____

HOME NURSERY, INC.
Defendant

By: _____

Title: _____

Michael Guevara

Dated: _____

Dated: _____

Miguel Gonzales

Nickolas Bates

Dated: _____

Kelly Boughers
Kelly Boughers

Dated: 7-31-16

Roberto Cabrera-DeLeon

Dated: _____

Antonio Loayes

Dated: _____

Cesar Coronado

Dated: _____

Juan Lopez

Dated: _____

Rudy DeLeon

Dated: _____

Miguel Sanchez

Dated: _____

Amando Guerrero

Dated: _____

Settlement Agreement Release of All Claims
Class Member's Initials: KB
7450947.1

each and all of its obligations under this Agreement; and (c) assuming the due authorization, execution and delivery of this Agreement by each other Party, this Agreement constitutes a valid and binding obligation of it enforceable in accordance with the terms and conditions of this Agreement.

(g) **Knowing and Voluntary Signing of Binding Contract.** Each Class Member represents and warrants that he has carefully read this Agreement and understands all of its terms and executes this Agreement voluntarily and without duress or undue influence, and with full knowledge of its significance, intending to be legally bound. Each Class Member further acknowledges that by signing this Agreement, each Class Member is *GIVING UP ALL CLAIMS AGAINST* Home Nursery and Ann Tosovsky that have accrued through the date of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

Dated: _____

HOME NURSERY, INC.
Defendant

By: _____

Title: _____

Michael Guevara

Dated: _____

Dated: _____

Miguel Gonzales

Nickolas Bates

Dated: _____

Kelly Boughers

Dated: _____

Roberto Cabrera de Leon

Roberto Cabrera-DeLeon

Dated: 07/31/16

Antonio Loayes

Dated: _____

Juan Lopez

Dated: _____

Cesar Coronado

Dated: _____

Miguel Sanchez

Dated: _____

Rudy DeLeon

Dated: _____

Amando Guerrero

Dated: _____

Settlement Agreement Release of All Claims

Class Member's Initials: R.C.L.

7450947.1

each and all of its obligations under this Agreement; and (c) assuming the due authorization, execution and delivery of this Agreement by each other Party, this Agreement constitutes a valid and binding obligation of it enforceable in accordance with the terms and conditions of this Agreement,

(15) **Knowing and Voluntary Signing of Binding Contract.** Each Class Member represents and warrants that he has carefully read this Agreement and understands all of its terms and executes this Agreement voluntarily and without duress or undue influence, and with full knowledge of its significance, intending to be legally bound. Each Class Member further acknowledges that by signing this Agreement, each Class Member is *GIVING UP ALL CLAIMS AGAINST* Home Nursery and Ann Tosovsky that have accrued through the date of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below,

Dated: 7/31/16

HOME NURSERY, INC.
Defendant

By: _____

Title: _____

Michael Guevara

Dated: _____

Dated: 7/31/16

Miguel Gonzales

Nickolas Bates
Dated: _____

Kelly Boughers
Dated: _____

Roberto Cabrera-DeLeon
Dated: _____

Cesar A. Coronado
Cesar Coronado
Dated: _____

Antonio Loayes
Dated: _____

Juan Lopez
Dated: _____

Rudy DeLeon
Dated: _____

Miguel Sanchez
Dated: _____

Amando Guerrero
Dated: _____

Settlement Agreement Release of All Claims
Class Member's Initials: CL
7450947.1

each and all of its obligations under this Agreement; and (c) assuming the due authorization, execution and delivery of this Agreement by each other Party, this Agreement constitutes a valid and binding obligation of it enforceable in accordance with the terms and conditions of this Agreement.

(g) **Knowing and Voluntary Signing of Binding Contract.** Each Class Member represents and warrants that he has carefully read this Agreement and understands all of its terms and executes this Agreement voluntarily and without duress or undue influence, and with full knowledge of its significance, intending to be legally bound. Each Class Member further acknowledges that by signing this Agreement, each Class Member is *GIVING UP ALL CLAIMS AGAINST* Home Nursery and Ann Tosovsky that have accrued through the date of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

Dated: _____

HOME NURSERY, INC.
Defendant

By: _____

Title: _____

Michael Guevara

Dated: _____

Dated: _____

Miguel Gonzales

Nickolas Bates

Dated: _____

Kelly Boughers

Dated: _____

Roberto Cabrera-DeLeon

Dated: _____

Antonio Loayes

Dated: _____

Cesar Coronado

Dated: _____

Juan Lopez

Dated: _____

Rudy DeLeon

Dated: Rudy DeLeon

Miguel Sanchez

Dated: _____

Amanda Guerrero

Dated: _____

Settlement Agreement Release of All Claims

Class Member's Initials: RL

7450947.1

each and all of its obligations under this Agreement; and (c) assuming the due authorization, execution and delivery of this Agreement by each other Party, this Agreement constitutes a valid and binding obligation of it enforceable in accordance with the terms and conditions of this Agreement.

(g) **Knowing and Voluntary Signing of Binding Contract.** Each Class Member represents and warrants that he has carefully read this Agreement and understands all of its terms and executes this Agreement voluntarily and without duress or undue influence, and with full knowledge of its significance, intending to be legally bound. Each Class Member further acknowledges that by signing this Agreement, each Class Member is *GIVING UP ALL CLAIMS AGAINST* Home Nursery and Ann Tosovsky that have accrued through the date of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

Dated: _____

HOME NURSERY, INC.
Defendant

By: _____

Title: _____

Michael Guevara

Dated: _____

Dated: _____

Miguel Gonzales

Nickolas Bates

Dated: _____

Kelly Boughers

Dated: _____

Roberto Cabrera-DeLeon

Dated: _____

Antonio Loayes

Dated: _____

Cesar Coronado

Dated: _____

Juan Lopez

Dated: _____

Rudy DeLeon

Dated: _____

Miguel Sanchez

Dated: _____

Amando Guerrero

Dated: Amando Guerrero

12-31-16

Settlement Agreement Release of All Claims

Class Member's Initials: AE

7450947.1

each and all of its obligations under this Agreement; and (c) assuming the due authorization, execution and delivery of this Agreement by each other Party, this Agreement constitutes a valid and binding obligation of it enforceable in accordance with the terms and conditions of this Agreement.

(g) **Knowing and Voluntary Signing of Binding Contract.** Each Class Member represents and warrants that he has carefully read this Agreement and understands all of its terms and executes this Agreement voluntarily and without duress or undue influence, and with full knowledge of its significance, intending to be legally bound. Each Class Member further acknowledges that by signing this Agreement, each Class Member is *GIVING UP ALL CLAIMS AGAINST* Home Nursery and Ann Tosovsky that have accrued through the date of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

Dated: _____

HOME NURSERY, INC.
Defendant

By: _____

Title: _____

Michael Guevara
Dated: _____

Dated: _____

Miguel Gonzales

Nickolas Bates
Dated: _____

Kelly Boughers
Dated: _____

Roberto Cabrera-DeLeon
Dated: _____

Antonio Loayes
Dated: *Antonio Loayes Perez*

Cesar Coronado
Dated: _____

Juan Lopez
Dated: _____

Rudy DeLeon
Dated: _____

Miguel Sanchez
Dated: _____

Arnando Guerrero
Dated: _____

Settlement Agreement Release of All Claims
Class Member's Initials: _____
7450947.1

each and all of its obligations under this Agreement; and (c) assuming the due authorization, execution and delivery of this Agreement by each other Party, this Agreement constitutes a valid and binding obligation of it enforceable in accordance with the terms and conditions of this Agreement.

(g) **Knowing and Voluntary Signing of Binding Contract.** Each Class Member represents and warrants that he has carefully read this Agreement and understands all of its terms and executes this Agreement voluntarily and without duress or undue influence, and with full knowledge of its significance, intending to be legally bound. Each Class Member further acknowledges that by signing this Agreement, each Class Member is *GIVING UP ALL CLAIMS AGAINST* Home Nursery and Ann Tosovsky that have accrued through the date of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

Dated: _____

HOME NURSERY, INC.
Defendant

By: _____

Title: _____

Michael Guevara

Dated: _____

Dated: _____

Miguel Gonzales

Nickolas Bates

Dated: _____

Kelly Boughers

Dated: _____

Roberto Cabrera-DeLeon

Dated: _____

Antonio Loayes

Dated: _____

Cesar Coronado

Dated: _____

Juan Lopez

Dated: _____

Rudy DeLeon

Dated: _____

Miguel Sanchez

Dated: 7/31/16

Amando Guerrero

Dated: _____

Settlement Agreement Release of All Claims
Class Member's Initials: M.S.
7450947.1

Sebastian Lopez

Dated: 7-31-16

Sebastian Lopez

Martin Lopez-Juarez

Dated: _____

Mainor Lopez-Sanchez

Dated: _____

Yoni Mora

Dated: _____

Diego Orosco-Perez

Dated: _____

Uriel Abelardo Perez

Dated: _____

Jose Medina Perez

Dated: _____

Francisco Perez-Gomez

Dated: _____

Ignacio Reyes-Barajas

Dated: _____

Sebastian Lopez

Dated: _____

Martin Lopez Juarez

Martin Lopez-Juarez

Dated: 7-31-16

Mainor Lopez-Sanchez

Dated: _____

Yoni Mora

Dated: _____

Diego Orozco-Perez

Dated: _____

Uriel Abelardo Perez

Dated: _____

Jose Medina Perez

Dated: _____

Francisco Perez-Gomez

Dated: _____

Ignacio Reyes-Barajas

Dated: _____

Sebastian Lopez

Dated: _____

Dated: _____

Martin Lopez-Juarez

Dated: _____

Jose Medina Perez

Dated: _____

Mainor Lopez-Sanchez

Dated: Mainor Lopez Sanchez: 07/31/16

Francisco Perez-Gomez

Dated: _____

5954. Red Bud Dr. APE 19 Albers 12 62215

Yoni Mora

Dated: _____

Ignacio Reyes-Barajas

Dated: _____

Diego Orosco-Perez

Dated: _____

Uriel Abelardo Perez

Sebastian Lopez

Dated: _____

Dated: _____

Martin Lopez-Juarez

Dated: _____

Jose Medina Perez

Dated: _____

Mainor Lopez-Sanchez

Dated: _____

Francisco Perez-Gomez

Dated: _____

YONI MORA
Yoni Mora

Dated: *7/31/16*

Ignacio Reyes-Barajas

Dated: _____

Diego Orosco-Perez

Dated: _____

Uriel Abelardo Perez

Sebastian Lopez

Dated: _____

Dated: _____

Martin Lopez-Juarez

Dated: _____

Jose Medina Perez

Dated: _____

Manor Lopez-Sanchez

Dated: _____

Francisco Perez-Gomez

Dated: _____

Yoni Mora

Dated: _____

Ignacio Reyes-Barajas

Dated: _____

Diego Oroasco Perez

Diego Oroasco-Perez

Dated: 7/31/16

Uriel Abelardo Perez

Sebastian Lopez

Dated: _____

Martin Lopez-Juarez

Dated: _____

Mainor Lopez-Sanchez

Dated: _____

Yoni Mora

Dated: _____

Diego Orosco-Perez

Dated: _____

Uriel Abelardo Perez

Dated: 7-31-16

JOSE MEDINA PEREZ

Jose Medina Perez

Dated: 7-31-16

Francisco Perez-Gomez

Dated: _____

Ignacio Reyes-Barajas

Dated: _____

Sebastian Lopez:

Dated: _____

Martin Lopez-Juarez

Dated: _____

Manor Lopez-Sanchez

Dated: _____

Yoni Mora

Dated: _____

Diego Orosco-Perez

Dated: _____

Uriel Abelardo Perez

Dated: _____

José Medina Perez

Dated: _____

Francisco Perez-Gomez

Dated: Francisco Perez

7-31-16

Ignacio Reyes-Barajas

Dated: _____

Sebastian Lopez

Dated: _____

Martin Lopez-Juarez

Dated: _____

Mainor Lopez-Sanchez

Dated: _____

Yoni Mora

Dated: _____

Diego Orosco-Perez

Dated: _____

Uriel Abelardo Perez

Dated: _____

Jose Medina Perez

Dated: _____

Francisco Perez-Gomez

Dated: _____

Ignacio Reyes

Ignacio Reyes-Barajas

Dated: 7-31-16

EXHIBIT A
(Identification of Class Members)

1. Nickolas Bates - Social Security No. 344-82-3418
2. Kelly Boughers - Social Security No. 357-60-1790
3. Roberto Cabrera-DeLeon - Social Security No. 407-51-5936
4. Cesar Coronado - Social Security No. 640-20-8578
5. Rudy DeLeon - Social Security No. 451-61-6287
6. Miguel Gonzales - Social Security No. ***FILL IN***
7. Amando Guerrero - Social Security No. 762-99-3105
8. Michael Guevara - Social Security No. 157-82-2063
9. Antonio Loayes - Social Security No. 436-90-8237
10. Juan Lopez - Social Security No. 463-50-6289
11. Sebastian Lopez - Social Security No. 523-93-4258
12. Martin Lopez-Juarez - Social Security No. 465-26-5679
13. Mainor Lopez-Sanchez - Social Security No. 454-45-2548
14. Yoni Mora - Social Security No. 651-90-8963
15. Diego Orosco-Perez - Social Security No. 614-90-8562
16. Uriel Abelardo Perez - Social Security No. 362-88-9011
17. Jose Medina Perez - Social Security No. 571-65-9739
18. Francisco Perez-Gomez - Social Security No. 463-51-1855
19. Ignacio Reyes-Barajas - Social Security No. 352-96-8521
20. Miguel Sanchez - Social Security No. 469-65-7685

Exhibit B
(Payment Schedule)

	Net Payroll Check After Payroll Taxes (First Check)	Payroll Taxes Remitted to State & IRS	Liquidated Damage & Interest Check (Second Check)	
Boughers	\$ 861.83	\$ 119.55	\$ 1,562.77	
Cabrera-DeLeon	\$ 414.04	\$ 74.79	\$ 977.67	
DeLeon	\$ 1,548.65	\$ 279.74	\$ 3,656.78	
Gonzales	\$ 2,642.31	\$ 477.30	\$ 6,239.23	
Guevara	\$ 1,476.68	\$ 266.74	\$ 3,486.86	
Loayes	\$ 1,297.80	\$ 234.43	\$ 3,064.46	
Lopez	\$ 1,698.18	\$ 306.75	\$ 4,008.87	
Lopez-Juarez	\$ 1,596.85	\$ 288.45	\$ 3,770.60	
Lopez-Sanchez	\$ 844.57	\$ 162.56	\$ 1,994.27	
Madlha-Perez	\$ 2,011.50	\$ 363.36	\$ 4,749.71	
Mora-Flores	\$ 723.75	\$ 130.74	\$ 1,708.96	
Orosco-Perez	\$ 1,080.36	\$ 195.15	\$ 2,551.02	
Perez	\$ 1,180.04	\$ 213.16	\$ 2,786.40	
Perez-Gomez	\$ 1,420.80	\$ 256.67	\$ 3,355.14	
Reyes-Barajas	\$ 1,603.84	\$ 289.71	\$ 3,787.11	
Sanchez	\$ 1,714.49	\$ 369.70	\$ 4,048.39	
Guerrero	\$ 266.85	\$ 46.56	\$ 634.82	
Bates	\$ 110.67	\$ 19.99	\$ 261.33	
Lopez	\$ 2.28	\$ 0.41	\$ 5.39	
Coronado	\$ 438.29	\$ 79.17	\$ 1,034.93	
	\$ 22,735.89	\$ 4,106.96	\$ 53,685.70	\$ 80,528.54